

MEMORANDUM

RTC

Agenda Item No. 2(A)

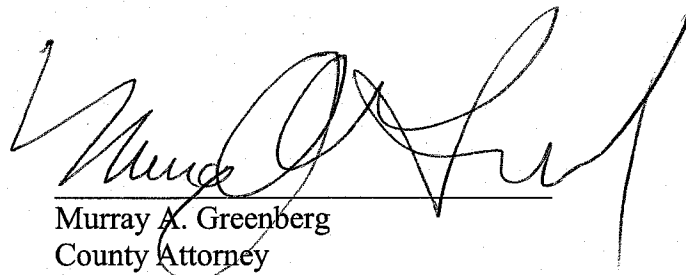
TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: December 14, 2006

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Resolution authorizing
execution of a Mutual Aid
Agreement for Law Enforcement
Services

The accompanying resolution was prepared and placed on the agenda at the request of Commissioner Carlos A. Gimenez.



Murray A. Greenberg
County Attorney

MAG/jls



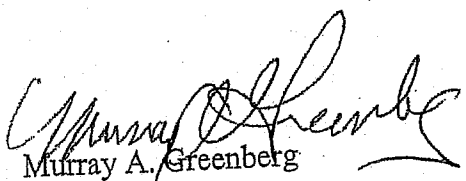
MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: January 23, 2007

FROM:


Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.

1-23-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A MUTUAL
AID AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN MIAMI-DADE COUNTY AND PARTICIPATING
MUNICIPALITIES TO INCLUDE TRAFFIC OFFENSES

WHEREAS, previous mutual aid agreements have proven effective in combating crime;
and

WHEREAS, the revision of existing agreements to include traffic offenses would
facilitate greater enforcement of traffic regulations countywide; and

WHEREAS, approval of the attached mutual aid agreement would allow municipalities
to voluntarily participate; and

WHEREAS, this mutual aid agreement will serve to utilize existing law enforcement
resources effectively; and

WHEREAS, the public/private partnership known as Meeting Our Vehicular Needs
(MOVN) has recommended that a mutual aid agreement for the enforcement of traffic
infractions would alleviate congestion,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board authorizes
the execution of a Mutual Aid Agreement for Law Enforcement Services between Miami-Dade
County and participating municipalities, in substantially the form attached hereto and made a
part hereof.

The foregoing resolution was sponsored by Commissioner Carlos A. Gimenez and offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:


Joe A. Martinez, Chairman	
Dennis C. Moss, Vice-Chairman	
Bruno A. Barreiro	Jose "Pepe" Diaz
Audrey M. Edmonson	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 23rd day of January, 2007. This resolution shall become effective as follows: ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. 

Bruce Libhaber

MUTUAL AID AGREEMENT

Between Miami-Dade County and Participating

Municipal Police Departments

Whereas, it is the responsibility of the governments of Miami-Dade County, Florida, and the participating Miami-Dade County municipalities to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

Whereas, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Miami-Dade Police Department or the participating municipal police departments; and

Whereas, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the County of Miami-Dade and the participating Miami-Dade County municipalities; and

Whereas, Miami-Dade County and the participating Miami-Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement,

NOW, THEREFORE, BE IT KNOWN that Miami-Dade County, a political subdivision of the State of Florida, and the undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

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1. Short title: Mutual Aid Agreement.
2. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.
3. Definitions:
 - a. Joint declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration, attached hereto and incorporated herein as Exhibit A, shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.
 - b. Agency or participating law enforcement agency: Either the Miami-Dade Police Department or the participating municipal police department.
 - c. Agency head: Either the Director of the Miami-Dade Police Department, or the Director's designees; and the Chief of Police of the participating municipal police department, or the Chief's designees.

- d. Participating municipal police department: The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of that municipality.
- e. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

- a. In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
- b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the

mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

- a. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.
- b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this

Agreement during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

- d. All exemption from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.
6. Indemnification: The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any and all acts or conduct of employees

of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. Forfeitures: It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. Conflicts: Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. Effective Date and Duration: This Agreement shall be in effect from date of signing.
10. Cancellation: This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2006.

City Manager

George M. Burgess, County Manager
Miami-Dade County, Florida

ATTEST:

ATTEST:

City Clerk

County Clerk
Miami-Dade County

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

City Attorney

County Attorney
Miami-Dade County, Florida

**JOINT DECLARATION BETWEEN THE DIRECTOR OF THE
MIAMI-DADE POLICE DEPARTMENT AND PARTICIPATING MUNICIPAL
CHIEFS
OF POLICE PURSUANT TO MUTUAL AID AGREEMENT**

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- Participating in law enforcement activities that are preplanned and approved each respective agency head, or
- Appropriately dispatched in response to a request for assistance from the other law enforcement agency.
- Responding to a crime or traffic infraction which spontaneously takes place in the presence of the police officer, at such times as the police officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction, and provided that, in the context of this Joint Declaration, "official business outside of his or her jurisdiction" shall not include routine patrol activities, preplanned operations, or undercover investigations.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the participating municipality and Miami-Dade County, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time as needs dictate by subsequent declarations.

1. Joint multijurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but no limited to, acts or sabotage.
6. Escapes from or disturbances within detention facilities.

7. Hostage and barricades subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recover, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
15. Joint training in areas of mutual need.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Director/Chief of Police or designee.
2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and the Miami-Dade Police Department Communications Bureau will maintain radio contact with the involved agencies until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures.

Concurrent Jurisdiction:

It is to the mutual benefit of the participating municipality and the Miami-Dade Police Department, through voluntary cooperation, to exercise concurrent jurisdiction over the areas described in subparagraphs (a) (b) and (c) below, in that officers, while in another jurisdiction, are often present at events where immediate action is necessary, or are able to expeditiously conclude an investigation by identifying and arresting an offender.

- a) Concurrent law enforcement jurisdiction in and throughout the territorial limits of participating municipalities and Miami-Dade County, Florida, excluding those areas within the territorial limits of municipalities not participating in this Joint Declaration and areas in which the Miami-Dade Police Department does not have law enforcement jurisdiction, for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction, and provided that, in the context of this Joint Declaration, "official business outside of his or her jurisdiction" shall not include routine patrol activities, preplanned operations, or undercover investigations.
- b) Concurrent law enforcement jurisdiction in and throughout the territorial limits of participating municipalities and Miami-Dade County, Florida, excluding those areas within the territorial limits of municipalities not participating in the Joint Declaration and areas in which the Miami-Dade Police Department does not have law enforcement jurisdiction, for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer, should the arresting officer be a municipal law enforcement officer. However, absent a search warrant, concurrent jurisdiction under this subparagraph does not include authority to make nonconsensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this subparagraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. When operating under mutual aid, municipal law enforcement officers may execute search warrants for offenses which occurred in the municipality. Municipal officers may execute the search warrant, impound all property, make arrests and file the Return and Inventory.
- c) Concurrent law enforcement of traffic control and issuing of citations for infractions or violations of any of the provisions covered by Chapters 316, 320, and 322 Florida Statutes.

Prior to any officer taking enforcement action pursuant to either paragraph (a) or (b) above, the officer shall notify the designated officer of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable.

Furthermore, all arrests made pursuant to subparagraph (a) above shall be processed and coded pursuant to directions of the Clerk of the Court, in such manner as to insure that any revenues or surcharges generated as a result of said arrests shall be directed to the jurisdiction in which the arrest was made.

Pursuant to this Joint Declaration, the participating municipality shall, before exercising concurrent jurisdiction, adopt as part of its agency's Standard Operating Procedures, the following Standard Operating Procedure For Concurrent Law Enforcement Jurisdiction:

**STANDARD OPEARTING PROCEDURE FOR
CONCURRENT LAW ENFORCMENT JURISDICTION**

I. **PURPOSE:**

To provide specific guidelines for the use of concurrent law enforcement jurisdiction.

II. **POLICY:**

It shall be the policy of the participating municipality that law enforcement officers may make arrests for felonies, misdemeanors and arrestable and non-arrestable traffic offenses in unincorporated Miami-Dade County and within any municipalities which participates in this Mutual Aid Agreement when the offense takes place in the officers' presence while officers are within their jurisdictions or while they are traveling from place to place on official business outside his or her jurisdiction, i.e., to or from court, or as a result of an investigation of any offense constituting a felony or act of Domestic Violence as defined in Section §741.28, Florida Statutes, when the offense took place within the jurisdiction does not include authority to make forcible entries into private residences or businesses which are not open to the public, i.e., authority may only be exercised in places which are open to the public or with the consent of an occupant entitled to give consent. When operating under mutual aid, municipal law enforcement officers may execute search warrants for offenses which occurred in the municipality. Municipal officers may execute the search warrant, impound all property, make arrests and file the Return and Inventory.

A. General Requirements:

1. Prior to taking any enforcement action, the officer shall notify the designated officer of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as possible.
2. All arrests or citations issued pursuant to this Mutual Aid Agreement shall be coded and processed in such manner as to ensure that any revenues or surcharges generated shall be directed to the issuing agency.

3. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.
4. Concurrent law enforcement jurisdiction pursuant to this Mutual Aid Agreement does not include preplanned operations, undercover investigations, stings, or sweeps.
5. Officers shall not conduct routine patrol activities outside of their jurisdiction.
6. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.
7. All concurrent jurisdiction stationary surveillance activities shall require notification of the agency within whose jurisdiction the surveillance takes place. The notification shall include the general location of the surveillance and a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place.

Chief
Participating Municipality

Date

Robert Parker, Director
Miami-Dade Police Department

Date

Harvey Ruvin
County Clerk

Date